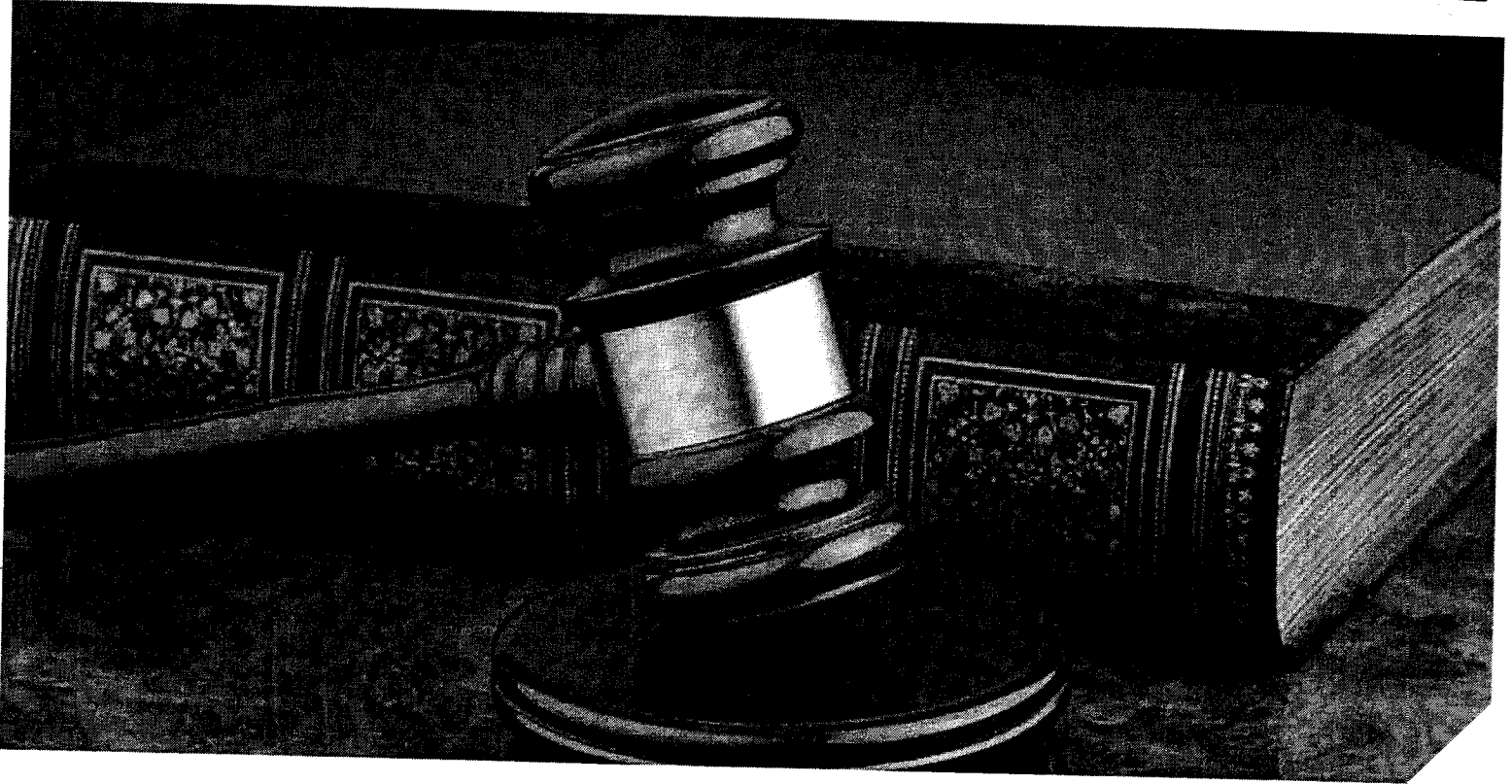


EXHIBIT 7
DATE 1/29/13
HB 225



POST JUDGMENT INTEREST
PRE-JUDGMENT INTEREST
PUNITIVE DAMAGES
United States and Canada 2011



MUNICH RE - ALWAYS ONE STEP AHEAD

In the US, Munich Re provides access to a full range of property-casualty reinsurance and specialty insurance products through Munich Reinsurance America, Inc., American Modern Insurance Group and Hartford Steam Boiler Inspection and Insurance Company. Together, we deal with the issues that affect society and work to devise cutting-edge solutions to render tomorrow's world insurable. Our clients trust us to develop solutions for the whole spectrum of reinsurance - from traditional reinsurance agreements to the management of complex specialty reinsurance risks. Our recipe for success: we anticipate risks early on and deliver solutions tailored to clients' needs, creating opportunities to achieve sustained profitable growth.

INTRODUCTION

This booklet summarizes Post Judgment Interest, Pre-judgment Interest, and Punitive damages as applied by the various states, provinces and territories of the United States and Canada.

Claims technicians need to consider these elements to properly evaluate and reserve a claim.

When precise and up-to-date information is required, you should check with local counsel as these are constantly changing fields.

Since these reviews provide only a brief summary, a complete reading and analysis of the cases – coupled with specific legal opinions of the applicable jurisdictional laws – must be completed before significant decisions are made.

In providing this information, the authors do not intend to provide legal advice.

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Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Alabama	Yes	Date of Judgment	12%, or rate provided in the contract.
Alaska	Yes	Date of Judgment	<p>If cause of action accrued on or after August 7, 2007, three percentage points above the 12th Federal Reserve District discount rate in effect on January 2 of the year in which judgment is entered. For all causes of actions earlier than August 7, 2007, the rate of interest is 10.5%.</p> <p>If contract specifies rate of interest then the rate is enforced as specified in the contract not to exceed the legal rate of 10.5%.</p>
Arizona	Yes	Date of Judgment	<p>10%, or rate provided in the contract.</p> <p>Medical malpractice claims – prevailing party receives interest at rate equal to three percentage points above the federal post judgment interest rate (28 U.S.C. § 1961) in effect on date judgment entered, continuing to be adjusted on 6/30 and 12/31 each year, but rate cannot exceed 9%. Interest shall accrue at each adjusted rate until next adjustment, and adjusted interest rate shall not apply to any preceding six-month period.</p>
Arkansas	Yes	Date of Judgment	<p>On a judgment entered by a circuit court: On a judgment entered on a contract, rate provided by the contract or 10% per annum, whichever is greater, and on any other judgment at 10% per annum, but not more than the maximum rate permitted by the Arkansas Constitution, Article 19, Section 13, as amended (5% per annum above the Federal Discount Rate at the time of the contract).</p> <p>On a judgment entered by a district court: On a judgment entered on a contract, rate provided by the contract or 10% per annum, whichever is greater, and on any other judgment at 10% per annum.</p>
California	Yes	Date of Judgment	10%, unless legislature reduces rate to less than 10%, or rate provided in the contract. Post judgment interest against a public entity is assessed at a rate of 7% per annum.
Colorado	Yes	Date of Judgment	<p>Contract – 8% or rate provided in the contract, but parties may stipulate to rates not greater than 45%, compounded annually.</p> <p>Tort – 9% compounded annually, unless judgment debtor appeals, then rate to be two percentage points above discount rate certified by Secretary of State on 1/1 of the current year, compounded annually.</p>
Connecticut	Yes	<p>Negligence cases arising after 5/27/97: 20 days after judgment or 90 days after verdict, whichever is earlier.</p> <p>All other cases: Date of Judgment</p>	<p>10%.</p> <p>For debt arising out of services provided at hospital, court has discretion to award post judgment interest at rate no higher than 5% per year.</p>

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Delaware	Yes	Date of Judgment	5% over Federal Reserve discount rate, or rate provided in the contract.
District of Columbia	Yes	Date of Judgment	<p>Where judgment is not against District of Columbia or where rate of interest is not fixed by contract, interest is 70% of rate of interest set by Secretary of Treasury pursuant to § 6621 of Internal Revenue Code of 1986 for underpayment of tax to Internal Revenue Service rounded to the nearest full percent or if exactly .25 of 1 %, increased to the next highest full percent, provided that court may lower such rate of interest for good cause shown or upon showing that judgment debtor in good faith is unable to pay judgment.</p> <p>Interest at rate not exceeding 4% is allowed on judgments against District of Columbia.</p>
Florida	Yes	Date of Judgment	Amount stated in contract or, for judgments and decrees entered on or after 1/1/95, interest at rate equal to averaged federal discount rate as established by the Chief Financial Officer of the State of Florida on 12/1 of each year beginning 12/1/94, plus 500 basis points, unless rate is established in written contract or obligation. For time periods before 1/1/95 for which interest is due, use previous statutory rate.
Georgia	Yes	Date of Judgment	Principal amount of judgment bears interest at rate of prime rate as published by the Board of Governors of Federal Reserve System, as published in Statistical Release H.15 or any publication that may supersede it, on day judgment is entered, plus 3%, or rate in written contract or obligation.
Hawaii	Yes	Date of Judgment If judgment against State, date of judgment up to, but not exceeding, 30 days after the approval of any appropriation act providing for payment of judgment.	10% per year, 4% if tort action against State.
Idaho	Yes	Date of Judgment	Interest runs at 5% plus base rate of weekly average yield on U.S. Treasury Securities as determined by Idaho State Treasurer on 7/1 for the succeeding year.
Illinois	Yes	Date of Judgment	9%. By tender of payment of judgment, costs and accrued interest to date of tender, judgment debtor can stop further accrual of interest on same, notwithstanding prosecution of appeal or other action to reverse, modify or vacate judgment. 6% if judgment debtor is unit of local government, school district, community college district, or any other governmental entity.
Indiana	Yes	"[T]he date of the return of the verdict or finding of the court until satisfaction".	8% or rate in contract (provided the contract rate does not exceed 8%).

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Iowa	Yes	Date of Judgment	<p>Contract and Tort (not under comparative fault) 5% or rate specified in contract on which judgment is based, not to exceed 2% over monthly average ten-year constant maturity interest rate of the U.S. government notes and bonds.</p> <p>Comparative Fault Act -Rate of interest shall be calculated as of the date of judgment at a rate equal to the one-year treasury constant maturity index published by Federal Reserve in H.15 Report settled immediately prior to date of judgment, plus 2%.</p>
Kansas	Yes	Date of Judgment	<p>Contract - Rate provided in the contract not exceeding maximum rate.</p> <p>All other actions - From date of judgment until 7/1/80 (including judgment against a state or political subdivision) - 8%; between 7/1/80 and 7/1/82 - 12% per annum; between 7/1/82 and 1/1/86 -15% per annum; on and after 7/1/86, the rate will be at a rate per annum of 4% above federal discount rate as of July 1 preceding date of judgment.</p>
Kentucky	Yes	Date of Judgment	12% compounded annually or rate specified in contract, whether it is higher or lower than 12%. If unliquidated damages, court's discretion to set rate at less than 12%.
Louisiana	Yes	<p>Ex delicto - legal rates attach from date of judicial demand.</p> <p>Ex contractu - from date due.</p>	<p>Prior to 9/12/80 - 7%; 9/12/80 - 9/11/81 - 10%; 9/12/81 - 1/1/88 - 12%; 1988 - 9.75%; 1989 and 1990 - 11.5%; 1991 - 11%; 1992 - 9%; 1993 and 1994 - 7%; 1995 - 8.75%; 1996 - 9.75%; 1/1/97 - 8/1/97 - 9.25%; 8/2/97 - 12/31/97 - 7.9%; 1998 - 7.6%; 1999 - 6.73%; 2000 - 7.285%; 2001 - 8.24%; on or after 1/1/02, rates shall be equal to rates published annually by commissioner of financial institution. Effective judicial interest rate equals 3.25% above discount rate published on 10/1 of each year in the Wall Street Journal.</p> <p>Contract rate - whatever agreed to in contract (maximum 12%).</p>

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Maine	Yes	<p>For judgment "from and after the date of entry of judgment and includes the period of any appeal."</p> <p>For contract cases "the rate of interest is fixed as of the date of judgment. If the prevailing party at any time requests and obtains a continuance for a period in excess of 30 days, interest is suspended for the duration of the continuance. On petition of the nonprevailing party and on a showing of good cause, the trial court may order that interest awarded by this section be fully or partially waived."</p>	<p>For non-contracts - one-year United States Treasury bill rate plus 6%.</p> <p>For judgments entered in: 2003 (7.41%), 2004 (7.28%), 2005 (8.77%), 2006 (10.36%), 2007 (10.99%), 2008 (9.42%), 2009 (6.40%), 2010 (6.41%)</p> <p>For contracts, rate is the rate set forth in the contract or one-year United States Treasury bill rate plus 6%, whichever is greater.</p>
Maryland	Yes	Date of Judgment	<p>Judgments generally - 10%.</p> <p>A money judgment entered in an action arising from a contract for the loan of money shall carry interest at the rate charged in the contract on any balance remaining unpaid until the date of maturity of the contract as originally scheduled.</p>
Massachusetts	Yes	Date of Judgment	12% (does not apply to tort cases against Commonwealth).

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Michigan	Yes	Date of Judgment	<p>For complaints involving contracts filed on and after 1/1/87 but before 7/1/02: 12% compounded annually or rate specified in contract if higher (not to exceed 13%).</p> <p>For complaint involving contracts filed on and after 7/1/02: rate specified in contract if legal at the time instrument executed; if variable rate, interest fixed at rate in effect under instrument at time complaint filed, not exceeding 13% per year compounded annually.</p> <p>For complaint involving torts on or after 1/1/87: Rate certified by state treasurer semi-annually equal to 1% plus the average interest rate paid at auction of 5-year United States Treasury notes during the 6 months immediately preceding July 1 and January 1 compounded annually.</p> <p>For the preceding eight years, the average interest rate paid at auction of 5-year United States Treasury notes, plus the statutory 1% was as follows:</p> <p>7/1/04 - 4.357% 1/1/05 - 4.529% 7/1/05 - 4.845% 1/1/06 - 5.221% 7/1/06 - 5.815% 1/1/07 - 5.701% 7/1/07 - 5.741% 1/1/08 - 5.033% 7/1/08 - 4.063% 1/1/09 - 3.695% 7/1/09 - 3.101% 1/1/10 - 3.480% 7/1/10 - 3.339% 1/1/11 - 2.553%</p> <p>For complaints involving tort where there is a "bona fide" (a written offer of settlement that is not more than 110% of amount actually received by plaintiff through judgment) written offer of settlement and that offer is filed with the court and the offer is rejected by the defendant: Rate is increased by 2% and calculated from the date of the rejection of the offer (a reasonable written offer or settlement not accepted within 21 days is deemed rejected for purposes of this rate).</p> <p>For complaints filed on or after 10/1/86, interest is not allowed on future damages (personal injury damages accruing after the amount of damages is determined) from the date of filing the complaint to the date of entry of the judgment.</p>

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Minnesota	Yes	Date of verdict or judgment	<p>Judgments for \$50,000 and under, or for judgment against the state or political subdivision of the state - rate will be "based on the secondary market yield of one year United States Treasury bills, calculated on a bank discount basis."</p> <p>Judgments over \$50,000 (entered on or after 8/1/09) - the rate will be 10%.</p>
Mississippi	Yes	Date of Judgment	Judgments and decrees founded on contract or sale bear interest at contract rate or, if no rate provided in the contract, a reasonable rate set by court.
Missouri	Yes	Date of Judgment	<p>Contracts - 9%, or rate provided in the contract, if higher than 9%.</p> <p>Torts - Intended Federal Funds Rate, established by the Federal Reserve, plus 5%, until full satisfaction is made.</p>
Montana	Yes	Date of Judgment	10%, or rate specified in contract. Interest payable on judgments recovered in the courts of Montana and on the costs incurred to obtain or enforce a judgment.
Nebraska	Yes	Date of Judgment	<p>On actions filed before 7/20/02: 1% above bond equivalent yield, as published by U.S. Secretary of the Treasury of average accepted auction price for last auction of Treasury bills in effect on date of judgment; rate specified in contract, or rate specified by statute for a particular action.</p> <p>On actions filed after 7/20/02: 2 percentage points above the bond investment yield, as published by the U.S. Secretary of the Treasury of the average accepted auction price for first auction of each annual quarter of the 26-week U.S. Treasury bills in effect on date of judgment; rate specified in contract or rate specified by statute for a particular action.</p>
Nevada	Yes	Date of Judgment	Prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on 1/1 or 7/1 immediately preceding the date of judgment, plus 2%, or rate provided in written contract. Future damages draw interest only from entry of judgment.
New Hampshire	Yes	Date of Judgment	Simple interest rate determined on or before 12/1 by State Treasurer based on prevailing discount rate on 26-week U.S. Treasury bills, plus 2 percentage points, effective first day of following year.

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
New Jersey	Yes	Date of Judgment	<p>For judgments within the limits of the Special Civil Part (as of 2011, up to \$15,000), for the calendar year beginning 1/2/86, the rate of interest shall equal the average rate of return for the corresponding preceding fiscal year terminating on 6/30 of the State of N.J. Cash Management Fund as reported by the Division of Investment in the Department of Treasury.</p> <p>The annual rate of interest, as calculated above, was 8.5% in 1991, 7.5% in 1992, 5.5% in 1993, 3.5% in 1994, 5.5% in 1996, 1997, 1998, and 1999, 5% in 2000, 5.5% in 2001, 6% in 2002, 3% in 2003, 2% in 2004, 1% in 2005, 2% in 2006, 4% in 2007, 5.5% in 2008, 4% for 2009, 1.5% in 2010, and 0.5% in 2011.</p> <p>For judgments exceeding the limits of the Special Civil Part, the rate of post-judgment interest is calculated in the manner above until 9/1/96; thereafter, at the rates provided above plus 2%.</p>
New Mexico	Yes	Date of Judgment	<p>Contract - 8.75%, or rate provided in the contract.</p> <p>Tortious conduct, bad faith or intentional and willful acts - 15%.</p> <p>State and its political subdivisions are exempt unless law provides otherwise.</p>
New York	Yes	The earlier of the date of verdict or date of entry of final judgment.	<p>Money judgments bear interest at legal rate of 9%, unless otherwise prescribed by statute. The court may set a lower rate in cases where a judgment is entered against the State or a municipality.</p>
North Carolina	Yes	Date of Judgment	<p>8%, or rate specified in contract, if parties agreed that such rate would apply after judgment.</p>
North Dakota	Yes	Date of Judgment	<p>12%, or rate provided in the contract. Beginning January 1, 2006, the interest is payable at a rate equal to the prime rate published in the Wall Street Journal on the first Monday in December of each year, plus three percentage points rounded up to the next one-half percentage point. Interest on all judgments entered in the courts of North Dakota before January 1, 2006 must remain at the rate per annum which was legally prescribed at the time the judgments were entered.</p>
Ohio	Yes	Date of Judgment	<p>Interest rate calculated at federal short-term rate, such that on 10/15, tax commissioner determines federal short-term rates, plus 3% (except for judgment on bonds, bills, notes, or other instruments in writing containing stipulations in writing for interest at some other lawful rate), or rate provided in the contract.</p> <p>The rate for 2011 is 4%.</p>

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Oklahoma	Yes	The earlier of the date of judgment or the date the judgment is filed with the clerk of court.	<p>On judgments rendered between 1/1/00 and 1/1/05, judgments bear interest at annual rate equal to average U.S. Treasury bill rate of preceding calendar year as certified by State Treasurer each January plus 4% or rate provided in the contract. Judgments against state and political subdivisions shall bear interest at same rate but not to exceed 10% per year.</p> <p>For all judgments rendered on or after 1/1/05, judgments bear interest at an annual rate equal to the prime rate, as listed in the first edition of the Wall Street Journal published for each calendar year and as certified to the Administrative Director of the Courts by the State Treasurer on the first regular business day following publication in January of each year, plus 2%.</p>
Oregon	Yes	Date of Judgment, unless another date is specified in the judgment.	<p>9%, or rate provided in the contract, if higher than 9%.</p> <p>For judgments rendered in an action for injuries resulting from the professional negligence of a person licensed by the Oregon Medical Board or the Oregon State Board of Nursing, the rate of interest on that judgment is the lesser of 5% per annum or 3% in excess of the discount rate in effect at the Federal Reserve Bank in the Federal Reserve District where the injuries occurred.</p>
Pennsylvania	Yes	Date of verdict. If no verdict, date of judgment.	6%, or rate provided in the contract.
Puerto Rico	Yes	Date of Judgment	Rate fixed by Finance Board of Office of Commissioner of Financial Institutions in effect when judgment is pronounced.
Rhode Island	Yes	Date of Judgment	<p>12%, unless different rate expressly stipulated and accrues on both principal of judgment and pre-judgment interest.</p> <p>Insurer liable for all interest on judgment, even if in excess of policy limits, if it rejects written offer equal to or less than policy limits at time action accrues. A written offer will be presumed rejected if insurer does not respond within 30 days.</p>
South Carolina	Yes	Date of Judgment	<p>8.75% for cases where sum of money shall be ascertained and will draw interest according to law.</p> <p>For all judgments entered on or after 7/1/05, the legal rate of interest is equal to the prime rate, plus four percentage points, compounded annually. The South Carolina Supreme Court shall issue an order by 1/15 of each year confirming the annual prime rate.</p>
South Dakota	Yes	Date of Verdict	10%.
Tennessee	Yes	Date of Verdict	10%, or rate provided in contract.
Texas	Yes	Date of Judgment	Rate specified in contract up to 18%.

Post Judgment Interest

State	Interest Allowed	Date Accrues	Rate of Interest
Utah	Yes	Date of Judgment	Rate provided in contract or Federal post judgment interest rate in 28 U.S.C. § 1961 at beginning of each year.
Vermont	Yes	Date of Judgment	12%.
Virgin Islands	Yes	Date of Judgment	4%.
Virginia	Yes	Date of Verdict, Judgment or Decree	6%, or rate provided in contract in effect at the time of entry of judgment and shall not be affected by subsequent changes to the rate of interest.
Washington	Yes	Date of Judgment	12%, or rate provided in contract. Tortious conduct - 2% points above equivalent coupon issue yield, as published by the Board of Governors of the Federal Reserve System, of average bill rate for 26-week treasury bills determined at first bill market auction conducted during calendar month immediately preceding date of entry.
West Virginia	Yes	Date of Verdict, Judgment or Decree	Three percentage points above the Fifth Federal Reserve District's secondary discount rate in effect on the second day of January of the year in which the judgment or decree is entered but not to exceed 11% or less than 7%. The rate for 2011 is 7%.
Wisconsin	Yes	Date of Verdict	12%.
Wyoming	Yes	Date of Judgment	10%, or rate provided in contract.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Alabama	Contract and Tort- Amounts Liquidated or Ascertainable.	Contract - Date of Breach.	Contract - 6% or rate in written contract, not to exceed 8%.
	Accident & Health, and First Party Claims.	Tort - Date cause of action accrues. Accident & Health and First Party Claims - 45 days after written claim and 30 days after electronic claim presented.	Accident & Health and First Party Claims - 1.5% per month.
Alaska	All	Contract - Date of Accrual of cause of action.	Three percentage points above the 12th Federal Reserve District discount rate in effect on Jan. 2 of the year in which the judgment is entered except when a judgment on a contract bears interest at the rate specified in the contract, if one is specified, not exceeding the legal rate of 10.5%.
		Tort - Earlier of date process is served on defendant or date defendant receives written notification that injury occurred and claim may be brought unless parties agree otherwise.	No pre-judgment interest for future economic, future non-economic, or punitive damages.
Arizona	All	Liquidated Damages - Date due.	Liquidated Damages - 10%, or rate provided in the contract.
		Unliquidated Claims - Date of Offer of Judgment (when applicable only).	Unliquidated Claims - If offer of judgment made before trial was not accepted and judgment finally obtained was equal to or more favorable to the offer or than the offer, offeree is liable for pre-judgment interest on unliquidated claim from date of the offer.
Arkansas	Amounts ascertainable at time of loss.	Date ascertainable.	6%, or rate provided in the contract.
California	All	Contract - Date due or ascertainable.	Contract - 10% (for contracts entered into after 1/1/86), or rate provided in the contract.
		Contract - unliquidated damages - court's discretion but no earlier than date action filed.	Other actions - 7%, except for an offer of judgment in personal injury actions - 10%.
		Other actions - jury discretion.	
		Offer of Judgment in personal injury actions - date of plaintiff's first offer exceeded by judgment.	

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Colorado	Contract, Tort	Contract - Date due.	Contract - 8%, compounded annually, or rate in written contract.
		Tort - Date action accrues.	Tort - 9% compounded annually. Medical malpractice - Pre-judgment interest accruing between date action accrues and date of filing of action deemed part of damages and included in statutory limitation of \$250,000 on non-economic damages and limitation of \$1 million on total damages per patient.
Connecticut	Civil Action	Civil Action - Discretionary from date money due or wrongfully withheld.	Civil actions - 10%, except for debt arising out of services provided at hospital; pre-judgment interest shall be no more than 5% per year, the awarding of interest in such cases is discretionary.
		Offer of Compromise - If made 18 months after filing of action, interest is payable from date action filed. If later than 18 months, payable from date offer of judgment was filed.	Offer of Compromise - 8% if plaintiff recovers amount equal to or greater than offer.
Delaware	Contract, Property Damage, Personal Injury, Death.	Contract - date payment due.	5% over Federal Reserve discount rate, or rate specified in contract.
		Tort - date of injury, provided that prior to trial plaintiff submitted written settlement demand valid for at least 30 days in an amount less than the amount entered by judgment.	
		Other Civil Actions - date action accrues.	
District of Columbia	Contract	Date due.	6%, or rate provided in the contract.
	Liquidated Damages - where interest payable by contract, law or usage.		Actions against the District of Columbia: not to exceed 4%.
	Unliquidated Damages - at the Court's discretion if necessary to fully compensate.		
Florida	Contract or Liquidated Damages.	Date due or date of breach.	Amount stated in contract or, for judgments and decrees entered on or after 1/1/95, interest at rate equal to averaged federal discount rate as established by the Chief Financial Officer of the State of Florida on 12/1 of each year beginning 12/1/94, plus 500 basis points, unless rate is established in written contract or obligation. For time periods before 1/1/95 for which interest is due, use previous statutory rate.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Georgia	Contract and Tort - Liquidated Damages and Unliquidated Damages.	Contract - Date of breach (discretionary if unliquidated). Liquidated Damages - Date of Demand. Tort - Unliquidated Damages 30 days after written demand if judgment equals or exceeds demand.	For all actions filed on or after 7/1/03: Prime rate, as published by the Board of Governors of the Federal Reserve System, plus 3%, or rate provided in written contract. For actions filed prior to 7/1/03, contract actions incur 7% rate of interest, or rate provided in contract, and tort actions incur 12%.
Hawaii	All	Judicial discretion, but earliest is date of injury (tort) or date of breach (contract).	10%, or rate provided in the contract (not to exceed 10%). State is not liable for pre-judgment interest for torts of its employees.
Idaho	Contract - Liquidated Damages. Tort, property damage, personal injury or wrongful death.	Contract - Date due or date ascertainable. Tort, property damage, personal injury, or wrongful death - if claimant serves written offer of settlement and offer is not accepted and a final judgment is reached that is equal or greater than offer of settlement, interest will accrue from the date the offer of settlement was served.	Contract - 12%, or rate in written contract. Tort, property damage, personal injury or wrongful death - 5%, plus the base rate in effect at the time the offer of settlement was served. Base rate is weekly average yield on U.S. Treasury Securities as determined by Idaho State Treasurer on 7/1 for the succeeding year.
Illinois	Contract - Liquidated damages.	Date due.	5%, or rate provided in the contract.
Indiana	All	Contract - Date due or date ascertainable. All Actions - Interest begins to accrue on latest of: 15 months after cause of action accrued, six months if not contract or tort; 180 days after medical review panel formed to review medical malpractice claims.	Contract - 8%, or rate provided in the contract. Tort - Court may award interest at an amount between 6% and 10%. No pre-judgment interest as part of punitive damages judgment. No pre-judgment interest against state or political subdivision.
Iowa	Tort, Contract.	Contract - Liquidated Damages - Date due. Contract - Unliquidated Damages - Date action commenced. Tort - Date action commenced.	Contract and Tort not under Comparative Fault Act - 10%, or rate specified in contract not to exceed maximum variable rate of 2% over rate on U.S. Government notes and bonds, calculated monthly. Tort - Comparative Fault Act - Rate of interest shall be calculated as of the date of judgment at rate equal to the one-year treasury constant maturity index published by Federal Reserve in H.15 Report settled immediately prior to date of judgment, plus 2%.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Kansas	Contract - Liquidated Damages.	Date Due.	Rate provided in the contract or 10% per annum if not in contract.
Kentucky	Contract - Liquidated Damages - as a matter of right. Unliquidated - at the Court's discretion.	Date Due.	8% or rate in written contract subject to a statutory cap.
Louisiana	All	For property cases - from time property was damaged. Contract - Date due. Tort - Date of judicial demand.	Prior to 9/12/80 - 7%; 9/12/80 - 9/11/81 - 10%; 9/12/81 - 1/1/88 - 12%; 1988 - 9.75%; 1989 and 1990 - 11.5%; 1991 - 11%; 1992 - 9%; 1993 and 1994 - 7%; 1995 - 8.75%; 1996 - 9.75%; 1/1/97 - 8/1/97 - 9.25%; 8/2/97 - 12/31/97 - 7.9%; 1998 - 7.6%; 1999 - 6.73%; 2000 - 7.285%; 2001 - 8.24%; on or after 1/1/02, rates shall be equal to rates published annually by commissioner of financial institution. Effective judicial interest rate equals 3.25% above discount rate published on 10/1 of each year in the Wall Street Journal. Contract rate - whatever agreed to in contract (maximum 12%).
Maine	All For small claims - no, unless set forth in contract.	Pre-judgment interest accrues from the time of notice of claim setting forth under oath the cause of action, served personally or by registered or certified mail upon the defendant until the date on which an order of judgment is entered. If a notice of claim has not been given to the defendant, pre-judgment interest accrues from the date on which the complaint is filed. In actions involving a contract or note that contains a provision relating to interest, the rate of interest is fixed as of the time the notice of claim is given or, if a notice of claim has not been given, as of the date on which the complaint is filed.	For judgments - one-year United States Treasury bill rate plus 3% unless set forth in contract and then it will be contract rate.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Maryland	Contract, Auto B.I. - if unnecessary delay of trial by defendants, otherwise left to jury for its discretion.	Contract - Date due.	Contract - 6%, or rate provided in the contract, if higher than 6%.
		Auto B.I. - Date of action.	Auto B.I. - rate determined by the court, but in no event at a rate exceeding 10%.
			Not permitted against the state.
Massachusetts	All	Contract - Date of breach or demand if established, otherwise date of action.	Judgment - 12% per annum
		Tort - Date of commencement of action.	Contract - 12% per annum (from date of breach or demand)
Michigan	All	Contract - Date of action.	See rates of interest under Post- Judgment Section.
		Tort - Date of action. If offer of judgment by defendant is not less than 90% of the judgment to plaintiff, interest ceases as of date offer filed with the court.	
Minnesota	Contract or Tort	Contract - date due.	Judgment amount of \$50,000 or less, or judgment against state or political subdivision of state - interest is based on secondary market yield of one-year U.S. Treasury Bills.
		Pecuniary - from the time of the commencement of the action or a demand for arbitration, or the time of a written notice of claim, whichever occurs first, if action is commenced within two years from date of the demand or notice of claim.	For a judgment or award over \$50,000, other than a judgment or award for or against the state or a political subdivision of the state, the interest rate shall be ten percent per year until paid.
			No pre-judgment interest is allowed on the part of the judgment representing future damages unless written settlement offer. If prevailing party's written settlement offer is closer than other party's to judgment, then interest accrues from date of claim, demand, or commencement of action and interest on special damages from date incurred. However, to take advantage of this rule, settlement offers must be allocated between past damages and future damages in the same proportion as that determined by the trier of fact. If non-prevailing party's offer is closer to judgment, then interest is calculated on the lesser of the judgment or offer.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Mississippi	All	From date that judge says is fair but in no event prior to the filing of the complaint.	Contract - Rate in contract or 8%. Other actions - Rate set by judge.
Missouri	All	Contract - date due or date of breach. Tort - the earlier of a date 90 days after written demand or from the date the demand was rejected without counteroffer.	Contract - 9%, or rate provided in the contract if higher than 9%. Tort - Intended Federal Funds Rate, as established by Federal Reserve Board, plus 3%.
Montana	Contract - liquidated damages or ascertainable amounts. Tort - liquidated damages, ascertainable amounts, or at the court's discretion.	Contract - date of breach. Tort - 30 days after submitting a written statement of the claim and how the sum was calculated.	10%, or rate provided for in contract.
Nebraska	All	Contract/Liquidated Damages - date balance due. Unliquidated damages - settlement offer date, if offer complies with statutory conditions and is exceeded by the judgment amount.	Liquidated damages - 12%, or rate provided in the contract. Unpaid balance of unliquidated damages - rate as provided in post judgment interest (see above). Pre-judgment interest not permitted against the state or its political subdivisions.
Nevada	All	Date of service of summons and complaint. If defendant makes a written offer that is refused by the plaintiff and plaintiff fails to obtain a more favorable judgment, no pre-judgment interest is payable.	Prime rate at largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on 1/1 or 7/1 immediately preceding date of judgment, plus 2%; or rate in written contract. Not applicable to future damages or arbitration awards.
New Hampshire	All	Contract/Liquidated Damages - Interest runs from filing of suit. Unliquidated Damages - Interest runs from date of writ or filing of petition to date of judgment.	Simple interest rate determined on or before 12/1 by state treasurer based on prevailing discount rate on 26-week United States Treasury bills, plus 2 percentage points, effective the first day of following year.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
New Jersey	Tort, Contract (unless claim has been filed under the New Jersey Contractual Liability Act).	Tort - Six months after action accrues or date of complaint, whichever is later.	Simple interest shall run at the rate of 12% per annum prior to 1/1/88. Thereafter, pre-judgment interest shall be calculated in the same manner as post-judgment interest, as set forth in the Post-Judgment Interest section.
	Pre-judgment interest may be awarded for claims arising out of or relating to construction, installation or improvements to real property.	Offer of Judgment - from date of offer or date of completion of discovery, whichever is later. Non-tort - discretionary.	Pre-judgment interest is not allowed on any recovery for future economic losses. Offer of Judgment - If claimant's offer is not accepted, and verdict is at least equal to 120% of the rejected offer, claimant is allowed 8% interest on the amount of any recovery - but only to the extent it exceeds the amount of the annual rate of interest.
New Mexico	All	Contract - date claim accrues. All others - date complaint is served.	Court has discretion to award interest up to 10% based on statutory factors. State and its political subdivisions are exempt, unless law provides otherwise.
New York	Contract, Interference with Property Rights, Wrongful Death Actions.	Contract and interference with property rights - date cause of action accrues.	9%, except otherwise provided by statute or rate provided in the contract. In equitable actions, interest, rate and date it accrues are left to the court's discretion.
	Not applicable to personal injury actions.	Wrongful death - date of death.	
North Carolina	All	Contract - date of breach.	8%, or rate provided in the contract, subject to statutory limits.
		All others - date action commences.	
North Dakota	Contract, Liquidated Damages, Noncontractual Obligations, Fraud, Oppression and Malice.	Contract - date balance due.	6%, or rate provided in the contract, not to exceed the legal maximum (defined as 5.5% over the average rate of interest payable on U.S. Treasury Bills but not less than 7%).
		All others - at discretion of judge or jury.	
Ohio	Contract, Tort - If court determines that the party to be paid did not make a good faith effort to settle, then no interest is due.	Contract - Date balance due. Other - Date the cause of action accrued.	Interest rate calculated at federal short term rate, such that on 10/15, tax commissioner determines federal short-term rate, plus 3%, applicable for the following calendar year. The rate for 2011 is 4%.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Oklahoma	Contract, Tort	Contract - Date due.	Contract - Rate specified.
		Tort - Prior to 11/1/09, date suit filed.	On judgments rendered between 1/1/00 and 1/1/05, judgments bear interest at annual rate equal to average U.S. Treasury bill rate of preceding calendar year as certified by State Treasurer each January, plus 4%. Judgments against state and political subdivisions shall bear interest at same rate, but not to exceed 10% per year.
		After 11/1/09, no pre-judgment interest shall begin to accrue on tort actions until 24 months after suit commenced. This 24-month limitation does not apply to any tort actions against the State of Oklahoma or its political subdivisions.	After 1/1/05 but prior to 11/1/09, pre-judgment interest shall be computed at an annual rate equal to the prime rate, as listed in the first edition of the Wall Street Journal published for each calendar year and as certified to the Administrative Director of the Courts by the State Treasurer on the first regular business day following publication in January of each year, plus 2%. Effective 11/1/09, pre-judgment interest shall be determined using a rate equal to the average United State Treasury bill rate of the preceding calendar year as certified to the Administrative Director of the Courts by the State Treasurer on the first regular business day in January of each year.
Oregon	Contracts, Ascertainable Damages. Plaintiff must request pre-judgment interest in initial pleading and present facts justifying an award of same.	Date balance due.	9%, or rate agreed on by parties.
Pennsylvania	Contract	Contract - Date due.	6%, or rate provided in contract.
	Tort - (Delay damages) B.I., Death and P.D.	Tort - One year after the date original process was first served.	Tort - Damages for delay shall be calculated at the rate equal to the prime rate plus 1%, not compounded. No interest will be awarded after the defendant has made written offer of settlement that was in effect for 90 days or until commencement of trial, which offer was refused and plaintiff did not recover more than 125% of the offer.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Puerto Rico	At court's discretion where a party has acted rashly, court may impose interest on claims for debts and actions for damages.	Debts - Date action accrues. Damages - Date of complaint.	Rate fixed by Finance Board of Office of Commissioner of Financial Institutions.
Rhode Island	All	Generally - date action accrues. Personal Injury or Wrongful Death based on professional negligence - date of written notice of claim.	Contract - Rate provided in the contract. Tort - 12% in civil actions where defendant is covered by liability insurance, if plaintiff makes an offer to defendant's insurer to settle for less than or equal to the maximum amount of coverage under the policy and defendant's insurer refuses offer, insurer is liable for all interest due on judgment entered by the court. Written offer presumed rejected if insurer does not respond within 30 days.
South Carolina	Contract or ascertainable sums.	Date action accrues.	8.75%, or rate provided in the contract.
South Dakota	Liquidated damages or ascertainable amounts.	Date of damage.	10%, or rate provided in the contract. Not recoverable for punitive, future or intangible damages.
Tennessee	At discretion of court based on equitable principles.	Date due or the date action accrues.	Rate provided in contract or statute, awarded at the discretion of the trial court not to exceed 10%.
Texas	All	Contract - Date due and ascertainable. PI, WD, & PD - 180 days after defendant receives written notice of claim or on day suit is filed, whichever occurs first.	The pre-judgment interest rate is equal to the post-judgment interest rate applicable at the time of judgment. Rate specified in contract up to 18%. Tort - prime rate published by Board of Governors of the Federal Reserve System - 5% if the prime rate as published by the Federal Reserve Bank of New York is less than 5%; 15% if the prime rate as published by the Federal Reserve Bank of New York is more than 15%.
Utah	Contract or ascertainable sums. Tort - Special damages actually incurred.	Contracts - Date damages are ascertainable. Tort - Date of occurrence of act giving rise to the cause of action.	10%, or rate provided in the contract.
Vermont	All	Date action accrues.	12%, or rate provided in the contract.
Virgin Islands	Identifiable sums of money.	Date due.	9%. (Pre-judgment interest not charged against government of Virgin Islands.)
Virginia	All	Date action accrues.	6% or rate provided in contract.

Pre-Judgment Interest

State	Type of Action Payable	Date Accrues	Rate of Interest
Washington	Contract – liquidated damages.	Date claim arises.	12%, or rate provided in contract.
	Tortious conduct.		Tortious conduct – 2% points above equivalent coupon issue yield, as published by the Board of Governors of the Federal Reserve System, of average bill rate for 26-week Treasury bills determined at first bill market auction conducted during calendar month immediately preceding date of entry.
West Virginia	Liquidated damages, special damages or readily determinable damages.	Date action accrues.	Three percentage points above the Fifth Federal Reserve District's secondary discount rate in effect on the second day of January of the year in which the judgment or decree is entered but not to exceed 11% or less than 7%. The rate for 2011 is 7%.
Wisconsin	Contracts, liquidated damages, other tort.	Contract – Date of breach.	Rate specified in contract or 12% for liquidated damages or under an offer of judgment.
		Liquidated damages – Date due.	
		Other Tort – Date of offer of judgment if applicable.	
Wyoming	Contract, liquidated damages.	Date debtor receives notice of amount due.	7%, or rate provided in contract.
	Conversion – at discretion of the court.		